

Prepared by
Dwayne C. Carter
and
Leigh Anne Green
300 Lavelle Rd.
Burlison, TN 39015
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PREMARITAL AGREEMENT

This Premarital Agreement ("Agreement") is made this 1 day of February, 1995 by and between Leigh Anne Green ("Leigh"), an adult residing in Horn Lake, Mississippi, and Dwayne Cordale Carter ("Dwayne"), an adult residing in Horn Lake, Mississippi, in consideration of the contemplated marriage of the above-named parties. This Agreement shall not be effective until the marriage contemplated by the parties is solemnized.

RECITALS

This Agreement is made on the basis of the following facts:

1. The parties contemplate marriage to one another in the immediate future.
2. Both parties have been previously married. Both parties have children.
3. The parties desire to define their rights and responsibilities regarding property and financial matters to the extent these can be foreseen.
4. This agreement is for the purpose of maintaining the division of each party's assets and liabilities previous to the marriage. It will also provide that the assets and liabilities deriving from "The Robert Lee Edens Living Trust" will remain separate, with exception to the transactions dedicated to joint ventures as dictated by attached schedules.

AGREEMENT

In consideration of the marriage about to be entered into by and between the parties and other valuable consideration as described below, the parties mutually agree to the following:

1. **SEPARATE PROPERTY.** Except as otherwise provided in this Agreement, the following property owned or subsequently acquired by either party shall remain and be their separate property:

- All property, including real or personal property, the income from such property, and the investments and re-investments of such property.
- All property acquired by either party by gift, devise, bequest or inheritance.

The property currently owned by each party is described in Exhibit A and Exhibit B to this Agreement, which by this reference are incorporated into this Agreement. Such separate property of each party shall be subject entirely to their own individual use, control, benefit and disposition. Neither of the parties shall before or after the contemplated marriage acquire for themselves individually, assigns or creditors, any interest in the separate property of the other party nor any right to the use, control, benefit or disposition of such property.

- a. **Waiver.** Additionally, both parties waive, release and relinquish any ownership or right in the separate property of the other and to use, control, benefit or dispose of the other's separate property.
- b. **Disposal of Property.** Furthermore, it is agreed that each party shall have the right at all times to dispose of any or all of their separate property by deed, bill of sale, gift, trust, will, mortgage, encumbrance, pledge, lien, or charge without limitation in any manner whatsoever upon their own individual signature or act without the necessity of any joinder, action, or consent by the other party.
- c. **Community Property.** If the parties reside or become residents of a state, territory or foreign country, and under the laws of such jurisdiction the property and interests of the couple are treated differently than as contemplated by this Agreement (such as a community property state) the property interests of the parties shall remain as stated in this Agreement.
- d. **Cooperation Regarding Documents.** There may be times when a party (dealing with his or her own separate property) desires to have the other party sign a document for the apparent purpose of relinquishing of record any apparent right of the party arising by reason of their marital relationship. Upon request, the other party shall so sign any documents solely for the above purpose. The signing of such documents shall not impose any personal liability upon the party signing such documents.

2. RESIDENCE. It is the intention of the parties that the residence presently owned by Leigh located at 300 Lavelle Cove, Burlison, Tennessee, shall remain the sole property of Leigh. The parties plan to maintain such property as their principal residence.

The expenses associated with the maintenance of the residence shall be paid as follows:

- a. Payment of all real estate taxes shall be made by Leigh.
- b. Insurance premiums for such residence shall be paid by Leigh.
- c. The property at 3555 Dorchester Dr., Horn Lake, MS will remain the sole property and responsibility of Leigh Anne Green.

3. EARNINGS DURING MARRIAGE. It is the expectation of the parties that the earnings and accumulations described in this Agreement may be used for joint and household expenses or other purposes, thus being jointly owned. Any income or acquisitions related to "The Robert Lee Edens Living Trust" will be considered separate.

4. DEBTS. Each party agrees to be separately liable for his or her debts incurred prior to the marriage. Dwayne Carter will be solely responsible for child support payment for his son, Chad Cordale Carter. Both parties will assume joint financial responsibility for the care of Chad while he is in the physical care of Dwayne C. Carter.

5. JOINT PROPERTY. The parties agree and understand that nothing in this Agreement shall preclude them from acquiring property interests during the course of their marriage as joint tenants with right of survivorship or as tenants in common with undivided interests. Additionally, nothing in this Agreement shall preclude them from making binding transfers of real or personal property to the other at any time during the marriage.

Nothing in this Agreement shall preclude either party from making provisions for the other party under the terms of a Last Will and Testament signed after their marriage in which one party may provide for the distribution of property interest to the other in excess of those provisions, if any, provided in this Agreement.

Furthermore, nothing in this Agreement shall preclude the parties from voluntarily electing to commingle a part or all of the income of their respective property interest for investment purposes or for the purpose of jointly providing for their mutual support and living expenses, or for other reasons.

6. TAXES. Nothing in this Agreement shall be construed as waiving (i) any right of the parties to report their income for federal or state income tax purposes in the same manner as permissible for any other husband and wife, (ii) as waiving any rights provided for husbands and wives under the federal gift tax laws with reference to gifts, or (iii) any rights under the federal estate tax laws with reference to any transfer to which such laws may apply.

7. NAMES OF CHILDREN.

Leigh has the following children:

Name of Child: Melanie Kristina Wheat
Custodial Parent: Leigh Anne Green
Address: Horn Lake, Mississippi
Date of Birth: May 7, 1980

Name of Child: Jessica Leigh Green
Custodial Parent: Leigh Anne Green
Address: Horn Lake, Mississippi
Date of Birth: October 22, 1982

Name of Child: Jennifer Marie Green
Custodial Parent: Leigh Anne Green
Address: Horn Lake, Mississippi
Date of Birth: August 6, 1986

Dwayne has the following children:

Name of Child: Chad Cordale Carter
Custodial Parent: Tammy F. Carter
Address: Memphis, TN
Date of Birth: April 10, 1990

8. DISSOLUTION OF MARRIAGE. Both parties to this Agreement understand that the Uniform Premarital Agreement Act and court decisions provide for consideration by the Court of a premarital agreement if a marriage is dissolved. The parties to this Agreement understand that some courts have disregarded provisions in a premarital agreement that provide for disposition of property in the event of a dissolution. Without, in any way, anticipating a dissolution or planning for a dissolution, but recognizing the realities of the world, it is the express intention of Leigh and Dwayne that this provision shall remain in full force and effect in the event of a dissolution:

- a. Each party shall have an equal interest in the property acquired by the parties during the course of the marriage (and which is not merely the result of increase in value of any of the property owned by the parties prior to the marriage, as listed on the attached schedules of property.)
- b. All savings, investments, retirement accounts, and property listed on the attached schedules as property owned by a party prior to the marriage shall remain the property of the person who brought such property into the marriage. Any

appreciation, income or other increase to such property shall remain the property of the person who brought such property into the marriage.

- c. Any joint accounts shall be divided equally.
- d. Any income tax liability, refund or benefit in the year of the separation and/or dissolution of marriage shall be distributed based upon the pro rata income of both parties.
- e. Both parties agree that there will be no spousal support.

9. **SUPPORT.** Each of the parties has income from property interest sufficient to provide for his or her respective support. Each has been self-supporting for a period of time prior to the contemplated marriage. Both parties feel that they are capable of future self-support and of maintaining themselves on a self-supporting basis. Therefore, in the event of a marital separation or dissolution of marriage, it is agreed and understood that neither party shall seek or obtain any form of alimony or support from the other, or seek any relief other than a distribution of their joint property interests or those property interests acquired during the course of their marriage, in any manner other than as provided by this Agreement.

10. **DISABILITY.** Upon the disability of either party, the other shall assume complete responsibility to the extent of all their earnings and assets for the care of the disabled party.

11. **DEATH.** Nothing in this Agreement shall be construed so as to waive the right of either party to inherit from the other or to forego any right of election in the estate of the other or the right to act as administrator or executor in the other's estate.

It is the intention of each party to name and designate the other party as the beneficiary for all or for a portion of the proceeds payable in the event of death under life insurance policies, employee benefit plans, IRA account(s), trust, which the party currently owns, or which shall be obtained in the future.

12. **REVOCATION.** If the parties decide to revoke this Agreement, they shall do so in a written agreement, signed by both parties in the presence of a notary public or other official authorized to take oaths. Such revocation shall be ineffective until recorded with the recorder in the county where the parties maintain their primary residence or both counties if the parties are maintaining separate residences in separate counties.

13. **ADDITIONAL INSTRUMENTS.** Without any additional consideration, each party shall promptly, at the request of the other, execute, acknowledge and deliver from time to time whatever additional instruments may be required in order to accomplish the intent of this Agreement.

14. **FULL DISCLOSURE.** Each of the parties (i) is of lawful age, (ii) is competent to contract,

(iii) is free to enter into the marriage contemplated, (iv) has full knowledge of the other party's property, debts and income, and (v) voluntarily enters into this Agreement. Additionally, each party has full knowledge of the terms and provisions of this Agreement. Specifically, the parties acknowledge and agree that they have disclosed to the other party (prior to the signing of this Agreement), the extent and probable value of their respective individual property interest as of the date of this Agreement. Prior to signing this Agreement, each party has delivered schedules to the other party that reflect their respective investment property interests, including the approximate value of such property interests, which were signed by the respective owner and initialed by the other party. The parties specifically acknowledge receipt of the above schedules, which are understood and agreed by the parties to represent a full and complete listing of their respective property interest as of the date of this Agreement.

15. MISCELLANEOUS PROVISIONS.

- a. This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, administrators, personal representatives, successors and assigns.
- b. This Agreement sets forth the entire Agreement between the parties with regard to the subject matter of this Agreement. All prior and contemporaneous conversations, negotiations, possible and alleged agreements and representations with respect to the subject matter of this Agreement are waived, and merged into this Agreement.
- c. If any of the provisions of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision for this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid or enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.

Signed on this 1 day of February, 1995, at Horn Lake, Mississippi.


Leigh Anne Green


Dwayne Cordale Carter

State of Tennessee)
County of Shelby) SS:

On this 1st day of Feb, 1995, before me, the undersigned, Notary Public for the State/Commonwealth of Shelby County TN, personally appeared Leigh Anne Green and Dwayne Cordale Carter, to me known (or to me proved) to be the identical person(s) to me known (or named in) and who executed the above Premarital Agreement, and acknowledged that such person(s) executed it as such persons' voluntary act and deed.

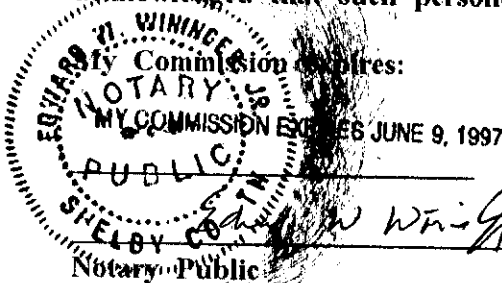


EXHIBIT A

Leigh Anne Green
FINANCIAL INFORMATION

ASSETS:	VALUE
House	\$ 170,000.00
Other Real Estate	\$ 68,450.00
Motor Vehicles	\$ 30,000.00
Bonds	\$ 75,000.00
Checking Accounts	\$ 44,000.00
Savings Accounts	\$ 82,000.00
Household Goods	\$ 40,000.00
Business Property	\$ 1000000.00
TOTAL ASSETS	\$ 1509450.00
LIABILITIES/DEBTS	AMOUNT
Mortgage on Real Estate	\$ 30,000.00
Credit Card Debt	\$ 1,500.00
Other Debts:	
inheritance taxes	\$ 475,000.00
Norwest loan	\$ 2,800.00
TOTAL LIABILITIES/DEBTS	\$ 509,300.00
NET WORTH	\$ 1000150.00
ANNUAL INCOME:	
property rental income	\$ 60,000.00

Signed on this 1 day of February, 1995.

Leigh Anne Green
Leigh Anne Green

Dwayne C. Carter
Dwayne Cordale Carter

EXHIBIT B

Dwayne Cordale Carter
FINANCIAL INFORMATION

ASSETS:

VALUE

TOTAL ASSETS

\$ 0.00

LIABILITIES/DEBTS

AMOUNT

Other Debts:

monthly child support

\$ 250.00

previous fed. and state taxes

\$ 2,000.00

TOTAL LIABILITIES/DEBTS

\$ 2,250.00

NET WORTH

\$ -2,250.00

ANNUAL INCOME:

Signed on this 1 day of February, 1995
Dwayne Cordale Carter
Leigh Anne Green

This Summary is not an official part of your document. It contains highlights of the important information that has been entered into the document.

**SUMMARY
of the
PREMARITAL AGREEMENT**

DATE AGREEMENT SIGNED: 2-1-95

FIRST SPOUSE

Leigh Anne Green

SECOND SPOUSE

Dwayne Cordale Carter

SEPARATE PROPERTY section included.

RESIDENCE section included.

EARNINGS section included.

DEBTS section included.

JOINT PROPERTY section included.

NAMES OF CHILDREN section included.

DIVORCE section included.

SUPPORT section included.

DISABILITY section included.

DEATH section included.

REVOCATION section included.